

CONTRACT DOCUMENTS AND SPECIFICATIONS
INSTALLATION OF SIDEWALKS AND HANDICAP RAMPS

CITY OF GALLATIN

ENGINEERING DIVISION
132 WEST MAIN STREET
GALLATIN, TENNESSEE 37066

DATE: June 2, 2014

TABLE OF CONTENTS

	<u>SECTION</u>
INVITATION TO BID & INFORMATION FOR BIDDERS	A
BID PROPOSAL INCLUDING DRUG FREE AFFIDAVIT	B
NOTICE OF AWARD	C
TECHNICAL SPECIFICATIONS	D

INVITATION TO BID
&
INFORMATION FOR BIDDERS

SECTION A

INVITATION TO BID

Sealed bids will be received by the City of Gallatin in the Finance Department, Room 105, City Hall, 132 West Main Street, Gallatin, Tennessee until 2:00 p.m. local time, **June 23, 2014**, at which time they will be opened and read aloud for INSTALLATION OF SIDEWALKS AND HANDICAP RAMPS.

Plans, Specifications, Proposal Forms, and Contract Documents may be inspected at, and obtained from, the City Engineer's Office after 2:00 p.m. local time, **June 12, 2014**, or by downloading from the City's home page www.gallatinonthemove.com under "Quick Links – Public Notice."

All bidders must be licensed contractors. The City of Gallatin reserves the right to reject any or all bids.

INFORMATION FOR BIDDERS

All bidders must satisfy themselves by personal examination of the locations of the proposed work, by examination of the Plans and Specifications and requirements of the work and the accuracy of the estimate of the quantities of the work to be done, and shall not at any time after the submission of a bid dispute or complain of such estimate nor assert that there was any misunderstanding in regard to the nature or amount of work to be done. The City shall not be responsible for bidders' errors and misjudgments, nor any information on local conditions or general laws and regulations.

The Plans, Documents, and Specifications contain the provisions required for INSTALLATION OF SIDEWALKS AND HANDICAP RAMPS. No information obtained from any officer, agent, or employee of the City on any such matters shall in any way affect the risk or obligation assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

All bids must be made on the blank form of proposal attached hereto. **Bids must be submitted in a sealed envelope clearly marked "BID – INSTALLATION OF SIDEWALKS AND HANDICAP RAMPS."** Bids arriving after the announced opening time or absent of the aforementioned markings will not be accepted.

All bidders must be licensed contractors. **No bid will be opened if the following information does not appear on the envelope containing the bid.**

1. Bidder's Name
2. Address
3. Tennessee Contractor's License Number
4. License Expiration Date
5. Name of Project for which Bid is submitted
6. Name and License information for all Subcontractors who will perform work.

Proposals which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations or irregularities of any kind or which do not comply with the Invitation to Bid and Information for Bidders may be rejected at the option of the City. Bids must be written with typewriter, ink or indelible pencil; otherwise they may not be considered. Faxed bids will not be accepted.

The City of Gallatin reserves the right to disregard all nonconforming, nonresponsive, or conditional bids; to reject any or all bids; to limit quantities; to waive informalities; and to evaluate proposals and accept any proposal or any part of any proposal that is judged, in our opinion, to be of the best quality, value, and service to the City of Gallatin.

A bidder may withdraw any proposal he has submitted at any time prior to the hour set for the closing of the bids, provided the request for withdrawal is signed in a manner identical with the proposal being withdrawn. No withdrawal or modification will be permitted for 60 days after the hour and date designated for opening the bids.

All questions or explanations requested by Bidders shall be submitted in writing to the City in ample time to permit consideration before the bid date. Necessary replies will be issued to all bidders of record as Addenda and receipt thereof shall be acknowledged on the proposal. Bidders shall check with the City prior to bid opening to secure any Addenda that may affect bidding. Oral instructions will not be given and do not form a part of the Bidding Documents.

Contractor will be paid based on quantities complete and in place.

In case of default of the Contractor, the City may procure the articles of services from other services and hold the Contractor responsible for any excess cost occasioned thereby.

Bids must be executed in the Company name and signed by an officer or individual who has authority to bind the Company.

In cases of errors in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids.

All material and workmanship shall be subject to inspection. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the City shall have the right to reject such articles or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

A change order will be issued only in the event of a change in the scope of work.

All bid proposals must include the following:

1. Sealed envelope with required information on the outside.
2. Bid Proposal Form
3. Bid Surety or Certified check in the amount of 10% of the total bid.
4. Drug-Free Workplace Affidavit.

The successful bidder must provide the following, each of which shall be in accordance with the contract documents:

1. Performance surety covering and including labor and materials in the amount of one hundred percent (100%) of the contract price. The performance bond will be released within 90 days after owner inspects all completed work and considers it acceptable.
2. Certificate of Insurance naming the **City of Gallatin** additionally insured with any exclusions listed, including
 - General Liability
 - Worker's Comp
 - Auto Insurance
3. Proof of Worker's Comp for all Subcontractors
4. W-9 Form, if a new vendor

Additional Requirements:

- The successful bidder will also be responsible for payment of all taxes levied under the laws of the State of Tennessee.
- The successful bidder shall have the responsibility to insure that all persons employed under a contract with the City, whether directly or by subcontract, be legal residents and be authorized to work in the United States.
- Affirmative Action compliance is required.

All interested parties, without regard to race, color, or national origin, shall be afforded the opportunity to bid and shall receive equal consideration.

Additional information may be obtained by contacting Dewayne Rogers, Project Engineer, at (615) 451-5965.

<i>EQUAL OPPORTUNITY TITLE VI POLICY STATEMENT</i>

It is the policy of the City of Gallatin to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance from the U. S. Department of Transportation on the grounds of race, color, sex, age, disability or national origin.

ACKNOWLEDGEMENT OF ADDENDA

Acknowledgment is hereby made or receipt of Addenda Nos. _____, the provisions of which are incorporated herein.

Respectfully Submitted,

BY _____

TITLE _____

ADDRESS _____

TENNESSEE LICENSE NUMBER _____

Seal-If Bid is by Corporation

**BID PROPOSAL
INCLUDING DRUG FREE AFFIDAVIT**

SECTION B

PROPOSAL

ENGINEERING DIVISION
GALLATIN, TENNESSEE 37066

In response to the Invitation to Bid, the undersigned Bidder submits the following proposal for INSTALLATION OF SIDEWALKS AND HANDICAP RAMPS within the City of Gallatin as described and specified in the drawings, contract documents, and technical specifications.

The Bidder declares that he has examined the Plans, Specifications, and Contract Documents for the work, and has read all the Special Provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

The quantities shown in the Proposal are approximate only and are subject to increase or decrease and, should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices set out herein; and should the quantities be decreased, the undersigned will make no claim for anticipated profits.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The Bidder hereby agrees that if he is awarded the Contract for this Work, he will commence work upon receiving written "Notice of Award" and to fully complete the work as directed by the City Engineer.

The undersigned Bidder does hereby declare and stipulate that this Proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Contract, the Specifications, and the Plans pertaining to the Work to be done.

Attached is the required Bid Surety or Certified Check in the amount of 10% of the total bid which the Bidder agrees will be retained by the City as liquidated damages in the event that the Bidder's proposal is accepted and the Bidder fails to execute the contract within the time stated in the proposal.

Contract unit prices shall be for a one-year period, at which time the City of Gallatin, at their option, may elect to extend the Contract for one additional year.

BID PROPOSAL
INSTALLATION OF SIDEWALKS AND HANDICAP RAMPS

In compliance with your legal Invitation to Bid for the City of Gallatin INSTALLATION OF SIDEWALKS AND HANDICAP RAMPS, the undersigned Bidder, a corporation organized and existing under the laws of the State of _____, or a partnership of _____, or an individual doing business as _____ of the City of _____

State of _____, having examined the Specifications and Contract forms thereto attached, and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, hereby proposes to furnish all labor, tools, material and equipment necessary for the Project.

The Bidder shall complete all tables to establish his Bid. The undersigned further proposes to perform all work and furnish all equipment in accordance with the Specifications and Contract stipulations thereof, within the time limit specified, for the price so stated below.

BASE PROPOSAL: Bidder agrees to perform all sidewalk and handicap ramp installation as described in the specifications and shown on the bid schedule for the sum of _____ (\$_____)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

BID SCHEDULE:

<u>Item Number</u>	<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Amount</u>
202-03	Removal of Sidewalk	75 SF	_____	_____
202-08.10	Removal of Curb	30 LF	_____	_____
701-01.01	Concrete Sidewalk	4600 SF	_____	_____
70-02.03	Concrete Handicap Ramps	150 SF	_____	_____
716-10.30	Armorcast Warning Device (color: maroon)	24 SF	_____	_____
Total Bid			\$_____	

**ESTIMATED QUANTITIES SHOWN ABOVE ARE FOR BIDDING PURPOSES ONLY.
PAYMENT WILL BE MADE, USING UNIT COSTS SUBMITTED, BASED UPON
ACTUAL LENGTHS INSTALLED, APPROVED AND ACCEPTED BY CITY.**

Respectfully submitted:

Contractor

By: _____

Title: _____

Business Address: _____

Contractor's License No: _____

Telephone Number: _____

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

THIS AGREEMENT made as of the _____ day of _____, _____, by and between the OWNER: CITY OF GALLATIN, TENNESSEE, and.

WITNESSETH THAT the OWNER and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. The CONTRACTOR will perform all Work as shown in the Contract Documents for the completion of the Project generally described as follows: Installation of Sidewalks and Handicap Ramps.

Article 2. ENGINEER. The Project has been designed by the City of Gallatin City Engineer, 132 West Main Street, Gallatin, Tennessee. The City Engineer will act as the ENGINEER in connection with completion of the Project in accordance with the Contract Documents.

Article 3. CONTRACT TIME. The Work for this Contract shall be completed within **Twelve (12) Weeks** after the date which the CONTRACTOR is to start the Work as provided in the Contract Documents.

Article 4. CONTRACT PRICE. The OWNER will pay the CONTRACTOR for performance of the Work and completion of the Project in accordance with the Contract Documents subject to adjustment by Modifications as provided therein in current funds as follows:

_____ and _____ Cents
(\$_____) in accordance with the conditions and prices stated in the Proposal.

Article 5. PAYMENT. The OWNER will pay the CONTRACTOR upon completion and acceptance of all the Work covered in this Contract based on the unit prices stated in the proposal and quantities actually in place.

Article 6. MISCELLANEOUS.

6.1 Neither the OWNER nor the CONTRACTOR shall, without the prior consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and, specifically, the CONTRACTOR shall not assign any monies due or to become due without consent of the OWNER.

6.2 The OWNER and the CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligation contained in the Contract Documents.

6.3 The Contract Documents constitute the entire agreement between the OWNER and the CONTRACTOR and may only be altered, amended, or repealed by a duly-executed written instrument.

Article 7. TIME FOR COMPLETION AND LIQUIDATED DAMAGES. It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the time for completion as specified in the Contract is an ESSENTIAL CONDITION of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed, and that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within twelve weeks thereafter. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time for the completion of Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said CONTRACTOR shall neglect, fail, or refuse to complete the Work within the time herein specified, or any proper extension thereof granted the OWNER, then the CONTRACTOR does hereby agree, as a partial consideration for the awarding of this Contract, to pay to the OWNER, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, \$100 for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated for completing the Work of the total Contract.

The same amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, and said amount shall be retained from time to time by the OWNER from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever and, where under the Contract, an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due:

7.1 To any preference, priority, or allocation order duly issued by the Government;

7.2 To unforeseeable cause beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God or of the public enemy, acts of the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and

7.3 To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections 7.1 and 7.2 of this article;

Provided, further, that the CONTRACTOR shall, within ten days from the beginning of such delay, unless the OWNER shall grant a further period of time prior to the date of final settlement of the Contract, notify the OWNER, in writing, of the causes of the delay, who shall

ascertain the facts and extent of the delay and notify the CONTRACTOR within a reasonable time of its decision in the matter.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 The Contract Documents will consist of the following:

- A. This Agreement (5 pages, inclusive).
- B. Technical Specifications as listed in Section D of this document.
- C. Addenda (numbers ___ to ___ , inclusive).

8.02 There are no Contract Documents other than those listed above in this Article 8. Approved Shop Drawings and Samples, other Contractor's submittals and the reports and drawings of subsurface and physical conditions are not Contract Documents.

IN WITNESSETH WHEREOF the parties hereto have executed this Agreement the day and year first above written.

OWNER: CITY OF GALLATIN,
TENNESSEE

CONTRACTOR: _____

BY: _____

BY: _____
JO ANN GRAVES, MAYOR

ATTEST:

CONNIE KITTRELL, CITY RECORDER

DRUG-FREE WORKPLACE AFFIDAVIT

State of Tennessee)
County of Sumner)

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with the City of Gallatin, 132 W. Main Street, Gallatin, TN 37066 to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____(hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the State or any local government to provide construction services, to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the Tennessee Code Annotated.
3. The Company is in compliance with T.C.A § 50-9-113.

Further affidavit saith not,

Principal Officer

President

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20__.

Notary Public

My commission expires:

NOTICE OF AWARD

SECTION C

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: INSTALLATION OF SIDEWALKS AND HANDICAP RAMPS

We have considered the Bid submitted by you for the above-described Work in response to our Invitation to Bid and are pleased to award the contract to your company.

You are required to execute the enclosed Agreement and furnish the required Contractor's Performance and Payment Bond within 10 calendar days from the date of this Notice.

If you fail to execute said Agreement and to furnish said bonds within 10 calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20__.

City of Gallatin
(Owner)

By: _____

Title: _____ Mayor _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

Contractor
By: _____

Title: _____

This the _____ day of _____, 20__

TECHNICAL SPECIFICATIONS

SECTION D

TECHNICAL SPECIFICATIONS
FOR
CONCRETE SIDEWALKS AND HANDICAP RAMPS

1. Description

- a. This work shall consist of constructing sidewalks and handicap ramps, constructed of Portland cement concrete w/ minimum 3000 psi @ 28 days compressive strength, at the locations and to the dimensions, lines, grades, and cross section indicated on the Plans or as directed by the Engineer, and in conformity with the provisions and requirements set out in these Specifications.
- b. Concrete sidewalks and handicap ramps shall include all the necessary mobilization and excavation, unless otherwise indicated; the subgrade and subbase preparation; the backfilling; the final clean up; and completing all incidentals thereto; as indicated on the Plans or as directed by the Engineer.

2. Materials

- a. Materials shall meet the applicable requirements of City of Gallatin Standard Specification for Concrete Structures together with Section 701 of the TDOTSS, 2006, and all Special Provisions thereto dated prior to the advertisement of the Contract.

3. Equipment and Construction Requirements

Equipment and construction shall meet the requirements of Subsection 701.03 and 701.05 through 701.12 TDOTSS, 2006.

- a. Recycled rubber expansion joints shall be installed every 25 to 30 feet for expansion and at all areas where newly poured concrete abuts to previously installed concrete.
- b. Minimum width of sidewalk shall be 5 feet in width unless otherwise directed by the Engineer.
- c. Minimum thickness of concrete shall be 4 inches. Medium broom finish is required on all newly poured concrete.
- d. Topsoil material shall be removed to provide a minimum of 4 inches of compacted stone before concrete is placed (0.5 or 0.75 inch crushed stone is acceptable).
- e. Steel fiber shall be added to the concrete mixture or the use of woven wire mesh incorporated within the placement of concrete is an acceptable alternative for structural support of placed concrete.

- f. All sidewalks and handicap ramps shall be inspected by City of Gallatin's Engineering Division before placement of concrete.
- g. On all handicap ramps entering the public street, Armorcast Tactile Warning Devices (Color: Maroon) shall be installed per current ADA regulations.
- h. All 2010 ADA Standards for Accessible Design and/or more current regulations shall be met.
- i. All disturbed areas shall be neatly backfilled with topsoil and seeded with straw covering once all concrete is placed and forms removed. There will be no payment received until all areas are final stabilized and acceptable to the Engineering Division.

4. Method of Measurement

- a. Concrete sidewalks, handicap ramps and Armorcast Warning Devices will be measured for payment per square foot, complete in place.
- b. Removal of existing concrete sidewalk will be measured for payment per square foot. Removal of existing concrete curb will be measured for payment per liner foot.
- c. The area shall be obtained from surface measurements. The area measured shall not exceed standard widths indicated on the plans, unless otherwise directed in writing by the Engineer.
- d. Removal of existing sidewalks, removal of existing curb, concrete sidewalks, handicap ramps and Armorcast Warning Devices will be measured separately.
- e. No measurement for payment will be made for mobilization, excavation, subgrade preparation, jointing, jointing materials, disposal of material, backfill materials and/or final dressing including seeding with straw unless the otherwise indicated on the Plans, as these are a necessary part of the construction and a responsibility to be assumed by the Contractor.

5. Basis of Payment

Removal of sidewalk, concrete sidewalk, handicap ramps and Armorcast Warning Devices will be paid for at the Contract unit price per square foot, completed in place. Removal of concrete curb will be paid for at the Contract unit price per liner foot. The price shall be full compensation for all work, materials, labor, and incidentals required to complete this item in accordance with the Plans and Specifications.